ties for, transportation of freight or passengers within the State," etc., and section 4 provides that no discrimination in charges or facilities for transportation shall be made between individuals and transportation companies, by any means, nor shall any preferences be made in furnishing cars and motive power, etc. For violations of these sections a penalty is prescribed (sec. 12), which may be recovered by civil action by the party aggrieved. *Held*, the facts did not show such an unjust discrimination as to subject the company to the penalty at the suit of a shipper. So long as all the individuals at any given station are treated alike there can be no discrimination within the meaning of the act. The dissenting opinion maintains, however, that there is nothing in the act limiting the discrimination to individuals. See *Chicago and A. R. Co.* v. *People*, 67 Ill. 11.

EVIDENCE.

Evidence—Coroner's Verdict—Life Insurance—Suicide.—Germania Life Ins. Co. v. *Ross-Lewin et al.*, 51 Pac. Rep. (Col.) 488. In an action to recover upon an insurance policy, *held*, that the duly-certified verdict of the coroner's jury as to the alleged suicide of deceased was not admissible. The statutes prescribing the coroner's duties are construed as making him a conservator of the peace and the purpose of his inquisitions to furnish the foundation for a criminal trial where the death is shown to be felonious. As no judicial powers are conferred on the coroner by statute, the inquest proceedings are extra-judicial and not admissible as evidence to prove suicide. The English rule admitting such evidence is based on purely historical grounds and should not prevail over the injury to public policy which would result from the attempt to corruptly influence the inquests if such testimony were admitted. The Illinois cases, under statutes similar to those of Colorado, declare such evidence admissible. See, also, *Walther* v. *Ins. Co.*, 65 Col. 417, 4 Pac. 413; *Ins. Co.* v. *Newton*, 22 Wall. 32. Campbell, J., concurring specially, asserts the admissibility of such testimony, citing especially the common law and Illinois rule.

Bills and Notes—Liability of Parties—Oral Testimony.—Shuey v. *Adair*, 51 Pac. Rep. (Wash.) 388. An agreement between the maker, payee and indorser of a negotiable note, that the payee shall look to the indorser and not to the maker for payment, cannot be proved by oral evidence in order to relieve the maker of his responsibility. The cases on this point are in apparent and bewildering conflict, and many of them seem at first sight to sustain the admissibility of such testimony. But the cases where such evidence is rightly admitted fall within one of three principles, viz.: (1) Where the check or order drawn by the agent discloses the principal, see *Brockway* v. *Allen*, 17 Wend. 40; *Whitney* v. *Wyman*, 101 U. S. 392; *Hill* v. *Ely*, 9 Am. Dec. 376; *Cragin* v. *Lovell*, 109 U. S. 194, 3 Sup. Ct. 132, and cases there reviewed; (2) where there is enough on the face of the written instrument to render it doubtful whether it was the intention to bind the agent or the principal, see *Mechanics' Bank of Alexandria* v. *Bank of Columbia*, 5 Wheat. 326; *Michels* v. *Olmstead*, 14 Fed. 219; *Metcalf* v. *Williams*, 104 U. S. 93; *Kean* v. *Davis*, 21 N. J. Law 683; Mechem, Ag. § 449; and, (3) where the instrument was to be delivered upon the taking effect of some future stipulated condition, and it has been delivered before such condition is performed, see *Small* v. *Smith*, 1 Denio. 583; *Bank* v. *Lucknow*, (Minn.), 35 N. W. 434; *Westeman* v. *Krumweide*, (Minn.), 15 N. W. 255. As a matter of course the defense of fraud or mistake is always available, see *Hill* v. *Ely*, *supra*,